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Honorable Samuel J. Steiner
Chapter 13
Hearing Date: April 20, 2011
Hearing Time: 9:30 a.m.

5
6 **IN THE UNITED STATES BANKRUPTCY COURT FOR**
7 **THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

8 In re:

9 PHILIP EDWIN NIEMEYER and ZITA
10 MARIE NIEMEYER,

11 Debtors.

Chapter 13
No. 10-25243-SJS

REPOSE TO OBJECTION TO CLAIM
OF IT GLOBAL VENTURES, LLC

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13 **I. BASIS FOR CLAIM.**

14 Claimant IT Global Ventures, LLC and its predecessor, Scott Ingebretson, lent
15 substantial monies to Debtor and his son, Clark Niemeyer, in connection with a restaurant
16 known as The Vessel Lounge. The Niemeyers defaulted on the loan, and litigation was
17 commenced under King County Superior Court Cause No. 09-2-03328-5 SEA. On April 30,
18 2009, the parties entered into a Settlement Agreement, settling the litigation, a copy of which
19 is attached hereto. The Settlement Agreement provided for monthly payments to be made to
20 Claimant, IT Global Ventures, LLC, with a balloon payment in May 2010. The balloon
21 payment date was extended by agreement of the Claimant herein, but has never been made.

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23 REPOSE TO OBJECTION TO CLAIM OF IT GLOBAL
VENTURES, LLC - 1

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1 The other obligors on the Settlement Agreement are either judgment proof or bankrupt as
2 well.

3 Philip Niemeyer seeks to avoid Claimant's claim, alleging that it is a separate claim
4 against Philip Niemeyer. However, this objection is factually and legally inaccurate.
5 Nowhere in the Settlement Agreement does it provide that it is a separate debt of Philip
6 Niemeyer. While Zita Niemeyer did not execute the Settlement Agreement, this does not
7 mean that this is a separate obligation.

8 Indeed, under RCW 26.16.030, if the property (here, the Vessel Lounge) and the
9 debts related thereto were acquired during marriage, the property and the debt would be a
10 community asset, subjecting community property to the liabilities related thereto.

11 Claimant requests this Court order this claim converted to an adversary action to
12 determine whether the obligation here was a separate obligation of Philip Niemeyer or a
13 community obligation of both debtors.

14 DATED this 11th day of April 2011.

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16 **PIVOTAL LAW GROUP, PLLC**

17 /s/ Michael J. Warren

18 By: _____
19 Michael J. Warren, WSBA #14177
20 Attorney for Claimant
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